REMARKS

Applicants have amended the specification to provide the missing application serial number information regarding the related patent applications.

Applicants have also amended Figs. 1 and 3 as required by the Examiner to make the drawings consistent with the specification. The changes to the drawings are shown in red ink on an enclosed copy of Figs. 1 and 3. A clean copy of each of these amended drawings is also enclosed.

Original claims 1-21 were examined and rejected for the reasons indicated below. In response, applicants have amended claims 1, 2, 9-12 and added new claims 22-35. The amendments and new claims are supported by the specification. No new matter has been added.

I. Claim Objections

In response to the examiner's objections, the applicant has amended claims 1, 2 and 12 to remove typographical errors. Accordingly, the claims are now in condition for allowance.

II. Rejection under 35 U.S.C. §102(e)

Original claims 1-6 and 8-10 were rejected under 35 U.S.C. 102(e) as being allegedly anticipated by U.S. Patent 6,453,305 to Glassman et al. (hereinafter 'Glassman'). Applicant respectfully traverses the rejection.

"A claim is anticipated only if each and every element as set forth in the claim is found either expressly or inherently described in a single prior art reference." *Verdegaal Bros. v. Union Oil Co. of California*, 814 F2d 628, 631, 2USPQ2d 1051, 1053 (Fed. Cir. 1987).

Glassman discloses an electronic commerce system and method wherein a consumer must obtain vendor scrip in the form of a license in order to gain access to **content** on a network. The scrip includes a consumer properties field, i.e., "props" field, with information about the consumer such as the consumer's name, age, state of residence, employer, etc. (See e.g., col. 5, lines 9-29) The scrip also has an expiration date after which access by the user to the content is terminated. (See e.g., col. 5, line 30-33) Upon issuance of the scrip, the consumer may present the vendor scrip to the vendor along with the request to access the content. In response, the vendor gathers information about the consumer to determine whether the consumer belongs to the class allowed to access the content. This information is gathered from the scrip. If the consumer belongs to the class, then the vendor determines if a license to access the content is available. A license is available if the number of other consumers having licenses to access the content is less than the maximum specified in the license agreement. After receiving access, the user has unlimited access to the content until the expiration date in the scrip. The scrip is valid for between a few minutes to an hour (col. 6, lines 61-67). Moreover, each time a consumer accesses content, the vendor returns replacement license scrip having the same or a later expiration date. (Col. 3, lines 14-17). Once access is provided until the scrip expires, the user can access the content numerous times, which may be, for example, millions of times.

Amended claim 1 of the present invention includes the creation of a pricing strategy for a resource that is capable of being dynamically adjusted at any time and the allocation of a budget for at least one component by payment of electronic security value units to the component. (See e.g., p. 10, l. 20-22; p. 15, l. 4-8, 17-21) In claim 1, access to the resource by the component is controlled by requiring a payment of the distributed electronic security value units to the resource. The

dynamic adjustment of the pricing strategy furthers the purpose of the present invention which is to enhance network security such as to limit a resource's exposure to potential attacks. This is not taught or suggested by Glassman, which is not designed to enhance security, but is designed to limit the number of concurrent users who can access content based on a license agreement. Hence, Glassman has no teaching or suggestion to adjust the price for access after scrip has been distributed.

Accordingly, it is respectfully submitted that amended claim 1 and the claims dependent therefrom are not anticipated by the Glassman patent, and it is requested that this ground of rejection be withdrawn.

In addition, claim 9 has been amended to recite an electronic security value instrument that has three fields. The first field indicates a quantity of electronic security value units in the instrument. The second field indicates a group of one or more resources. The third field indicates a specific resource in a group of one or more resources that a particular component may access. Glassman does not teach or suggest this third field. The scrip described in Glassman has several fields, including a vendor field identifying the vendor for the scrip. Assuming arguendo that the vendor field in the scrip corresponds to the "second field" of claim 9, Glassman fails to teach or suggest an additional, separate field which would correspond to a third field in claim 9 wherein a specific resource and a group of resources including the specific resource are identified.

The Examiner argues with respect to claim 10 that this "third field" (which has been incorporated from claim 10 into claim 9 where it was previously labeled as the "fourth field") can be said to correspond to the "props" field in Glassman. However, this is improper because the props field in the Glassman scrip has a very particular meaning ascribed to it. In particular, it contains properties about the consumer who is accessing content. Thus, the props field is said to include a consumer's age, state of residence, and employer. (See e.g., col. 5, l. 9-29) There is no suggestion

in Glassman that the props field include any information regarding the specific resource that a component may access. Indeed, there would be no need in Glassman for a separate specific resources field because there already exists the separate "vendor" field which only identifies one specific vendor.

Accordingly, claims 9 and 10 are not anticipated by the Glassman patent and it is requested that this ground of rejection be withdrawn.

II. Rejection under 35 U.S.C. §103

Original claims 11-18 and 21 were rejected under 35 U.S.C. 103 as being allegedly unpatentable over Glassman in view of U.S. Patent No. 6,338,046 to Saari et al. (hereinafter 'Saari'). Applicant respectfully traverses the rejection.

Saari discloses a system and method for determining charges for use of network service connections. The charges are determined after access to a network connection is already established. A charging system is implemented through the use of a billing cell which is transmitted over a connection between a node of a network and a subscriber. Data cells are transmitted over the same connection subsequent to the billing cell. The node computes the cost of using the connection based on the billing and connection information obtained from the billing cell. Network operators may implement charging strategies for determining the cost of using network connections. (See e.g., col. 4, l. 18-29) Significantly, the charging strategy does not prevent data cells from the subscriber from gaining access to a node. Rather, access is provided, and a billing record of charges for the connection is maintained to be charged to the user at a later point in time.

With respect to claim 11, the Examiner admits that Glassman does not disclose a resource manager for determining a pricing strategy in electronic security value units for a group of one or more resources, but argues that Saari supplies the missing teaching.

As explained, however, there is no teaching or suggestion in Saari that the system disclosed therein may be used to control access to resources in the system by requiring payment of electronic security value units as claimed in the present invention. Saari, in fact, teaches away from the present invention by permitting access to the network in the first instance and only tracking the use of the network after access is established in order to charge a user at a later time.

Moreover, there is no motivation to combine Glassman and Saari in the manner suggested by the Examiner because of the very different nature of the subject matter of Glassman and Saari. Glassman limits the number of users concurrently accessing content by preventing more than N users from accessing the content in the first place. However, Glassman does not separately charge for use of the content after access is granted because Glassman has already pre-arranged the N-user license before the scrip is even provided. On the other hand, we reiterate that Saari permits access to the network in the first instance and only tracks the use of the network after access is established in order to charge a user at a later time.

Assuming, arguendo, that one of ordinary skill in the art would combine Saari with Glassman as suggested by the Examiner, Saari at best would teach that the licensing scrip is to be used as a billing cell, i.e., to be transferred from the subscriber to the node following the connection to the node in order to later determine the price for the connection. This is in contrast to the present invention where the component cannot even gain access to the resource without paying a specific quantity of electronic security value units.

Moreover, claim 11 has been amended to specify that access to a resource is controlled at an interface to one or more resources and the interface is one of a hardware access point and a software access point. (See, e.g., p. 24, l. 15-20) Glassman fails to teach or suggest controlling access at a hardware or software access points.

With respect to claim 12, the Examiner argues that Glassman teaches all of the limitations except establishing a price of the resource, wherein the price can be dynamically adjusted at any time. The latter part of this limitation is actually in claim 13, as the Examiner notes. Saari at col. 4, lines 18-24 is cited for disclosing the teachings missing in Glassman. Applicants disagree with this analysis.

The Examiner alleges that the step of "determining the number of accesses that can be accomplished by said component to said resource based on said budget and said price" can be performed based on an expiration date in Glassman's scrip. This is contrary to the plain words of the claim. First, the expiration date in Glassman does not enable the determination of the number of accesses that can be accomplished. Defining an expiration date or time will ultimately terminate access but it will not determine a determinable number of accesses because the number of accesses during a particular time is dependent on many variables such as computer processing power, network connection speed, etc. It is well known in the art that the number of such network accesses per unit of time can be in millions, if not much more, depending on the connection speed and the computer processing power. By contrast, charging a payment of a specific number of electronic security value units for each access allows a true determination of the number of accesses. Second, Glassman does not determine a number of accesses "based on said budget and said price" as claimed in claim 12, but rather limits accesses by expiration date, which Glassman does not explain has any connection to a scrip price. Additionally, as explained above, one of ordinary skill in the art would not combine Saari with Glassman as suggested by the Examiner. Thus, amended claim 12 should also be allowable.

Accordingly, it is respectfully submitted that independent claims 1, 9, 11, 12 and 31 are allowable over Glassman, Saari as well as the other art of record. All dependent claims should

therefore also be allowable. Favorable reconsideration of the claims, as amended herein, is respectfully requested.

In view of the foregoing amendments and remarks, the application is now believed to be in proper format for allowance of all claims and a notice to that effect is earnestly solicited.

Respectfully submitted,
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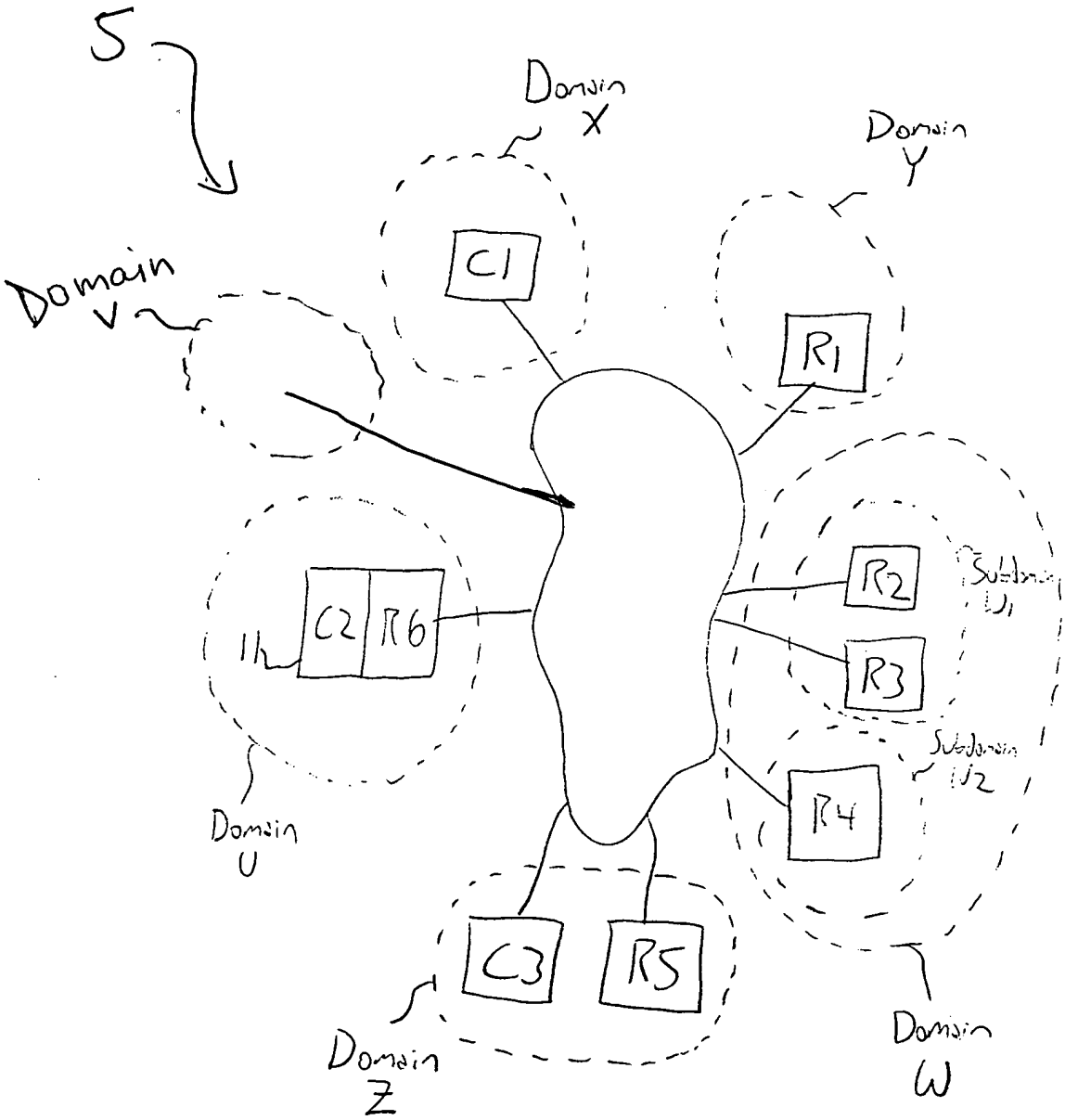

FIG 1

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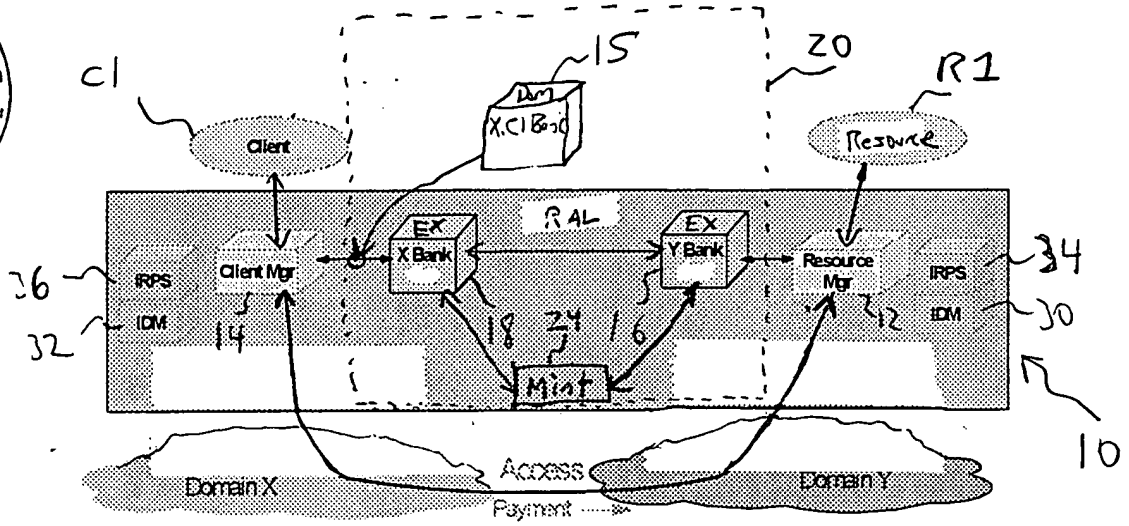

FIG 2

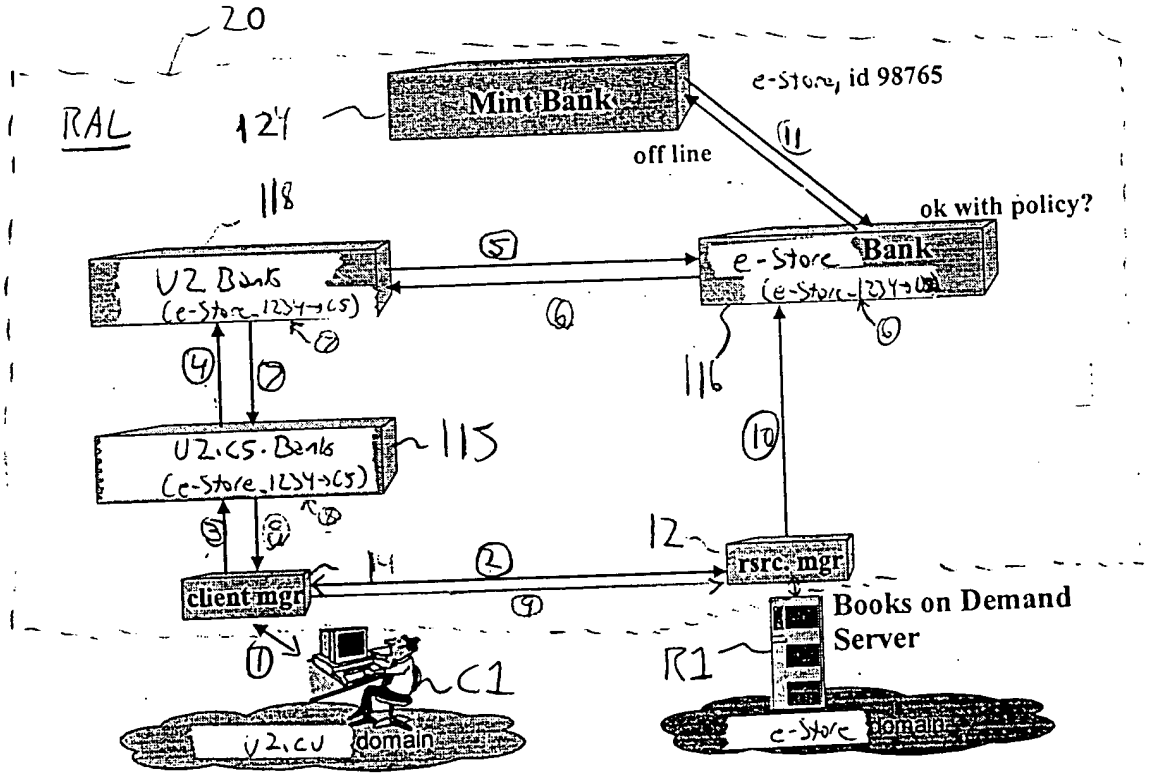

FIG 3.